

MARY DONOFRIO,)
Individually and on behalf of all other Ohio)
residents similarly situated,) CASE NO. 3:19-CV-58
)
Plaintiff,)

Judge Walter H. Rice

DECLARATION OF BRYN BRIDLEY REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

I, BRYN BRIDLEY, declare as follows:

1. I am the Director of Project Management at Atticus Administration, LLC (“Atticus”), a firm providing class action claims and settlement administration services. I have extensive experience with class action notice and claims administration. I am fully familiar with the facts contained herein based upon my personal knowledge and involvement with the above-captioned action and if called upon to testify to such, I could and would competently do so.

2. Atticus is the court-appointed Settlement Administrator (“Administrator”) for this matter and is responsible for carrying out the terms of the *Stipulation and Settlement Agreement* (“Settlement Agreement”) as approved by the Court in the *Order Granting Motion for Preliminary Approval of Class Action Settlement, Certifying Settlement Class, Directing Class Notice, and Scheduling a Final Approval Hearing* (“Preliminary Approval Order”) dated March 18, 2022.

3. I submit this declaration to inform the parties and the Court of the administration duties completed to-date. This declaration addresses the: (i) distribution of the CAFA Notice, (ii) mailing notice to the Settlement Class, (iii) settlement website and toll-free information line, (iv) exclusion requests and Settlement objections received, and (vi) administration costs.

I. DISTRIBUTION OF THE CAFA NOTICE

4. On March 21, 2022, Atticus sent Notice of the Settlement to the U.S. Attorney General, the Attorneys General of 36 U.S. states and territories, and other federal authorities such as the U.S. Departments of Insurance in compliance with the Class Action Fairness Act, 28 U.S.C. § 1715. The Notices were sent via U.S. Certified Mail with signature receipt required. The CAFA Notice packet was comprised of a cover letter from Atticus as the Office of the Settlement Administrator in this matter and was accompanied by a CD-ROM enclosure that included the Class Action Complaint, Settlement Agreement, Preliminary Approval Order, Class Notice and Claim Form, and a list of the Class Members specific to their state(s). A true and correct copy of the cover letter is attached to this declaration as **Exhibit A**.

II. MAILING NOTICE TO THE SETTLEMENT CLASS

5. On March 16, 2021, Atticus received a data file from Defense Counsel that included the name, address, telephone number, policy number, date of loss, and address where loss occurred, for 13,618 individuals who were property insurance policyholders who made a Structural Loss claim for property located in the State of Ohio during one of the Class Periods as defined in Section 2.12 of the Settlement Agreement that resulted or would have resulted in an ACV Payment from which Nonmaterial Depreciation causing the loss to drop below the applicable deductible (the “Settlement Class,” “Class Members,” or the “Class List”). A file containing Xactimate® data for the Settlement Class was received on March 31, 2022.

6. Atticus reviewed the contents of the data file and worked with Defense Counsel to resolve the issues identified. In total, 3,591 records were removed from the Class List – 74 records because they had loss dates outside of the Class Period, eight (8) records that listed the Defendant as the insured, and 3,509 records because were for Staff Adjusted Claims that are not included in this Settlement. The final list included 10,027 Class Members.

7. Atticus processed the Notice Information through the National Change of Address databank maintained by the United States Postal Service (USPS). This process provides updated address information for any individuals who filed change of address cards with the USPS in the past four (4) years.

8. On April 21, 2022, the settlement notice (“Class Notice” or “Notice”) and Claim Form (collectively “Notice Packet”) were sent by U.S. first-class mail to 10,027 Class Members. Each Class Member’s Claim Form enclosure was customized and included his/her policy number, claim number, the date of loss, and address of the insured premises. A true and correct copy of the Notice Packet is attached to this declaration as **Exhibit B**.

9. Of the 10,027 Notice Packets mailed, 378 have been returned to Atticus as undeliverable. Forty-two (42) of the returned pieces included forwarding address information and the Notice Packets were promptly remailed to the forwarding addresses. Three hundred twenty-five (336) undeliverable records have been sent to a professional service for address tracing and 148 new addresses have been obtained. Notice Packets were promptly remailed to 148 trace addresses received. New addresses were not found for 188 records and 18 of the remailed Notice Packets have returned to Atticus a second time. Thus, at this time there are a total of 205 Notice Packets cannot be delivered to Class Members by mail. Atticus will continue to trace and remail process until August 19, 2022 (the “Claim Deadline”).

10. On July 20, 2022, Atticus will mail Reminder Notices via First Class U.S. Mail to all individuals identified as potential Class Members for which the Class Notice was not returned as undeliverable as of July 20, 2022.

III. SETTLEMENT WEBSITE & TOLL-FREE INFORMATION LINE

9. Atticus obtained the URL www.ohdepreciationsettlement.com and launched a settlement website on April 21, 2022 in conjunction with the Notice mail date. The URL address was printed numerous times in the Notice Packet contents and the front-end messaging on the toll-free information line directs callers to the website for answers to settlement questions and to submit a claim. The website includes access to various downloadable and printable Settlement documents, including the Notice Packet contents in English and Spanish, answers to frequently asked questions, important settlement dates and deadlines, and Atticus’ contact information. Class Members also have the ability to complete an online claim or to scan and upload a copy of their claim through the settlement website. The website will remain operational until the terms of the settlement are

completed and will be updated throughout the administration process. The website has received 1,131 visits to-date.

10. Atticus established the telephone number 1-888-2530-9714 as the toll-free Settlement information line and activated the line on April 21, 2022 in conjunction with the Notice Packet mail date. The toll-free number (“TFN”) was printed numerous times in the Notice Packet content and on the Settlement website. Atticus’ live customer service specialists answer inbound calls during normal business hours, Monday through Friday from 8 a.m. to 4 p.m. After hours or anytime a customer service specialist is not available to take the call, Class Members are provided the opportunity to leave a voicemail message and receive return call. To-date, 20 calls have been received on the TFN.

IV. RECEIPT AND PROCESSING OF CLAIM FORMS

11. Class Members wish to receive a payment from the Settlement of this lawsuit are required to complete and submit a timely Claim Form postmarked no later than the Claim Deadline of August 19, 2022. Since the claim deadline has not yet passed, final tabulations for receipt of claims have not yet been completed.

12. No materially deficient Claim Forms requiring written notification for correction have been received.

13. Atticus provides and will continue to provide the claims data to Defendant so the claims review process can be completed and the individual settlement awards calculated. This process will continue until the Claims Deadline has passed.

V. EXCLUSION REQUESTS AND SETTLEMENT OBJECTIONS


14. Class Members who did not want to participate or be included in this case had until June 3, 2022 to postmark and return a request to be excluded from the Settlement. Atticus received three (3) opt-out requests from Class Members Paul A Steiner & Rosemary Steiner, Merrill Shriver & Laura Shriver, and Donna Thomas. The exclusion request received from the Merrill & Laura Shriver was postmarked after the June 3, 2022 deadline and was therefore deemed invalid. Copies of the three (3) exclusion requests are attached to this declaration as **Exhibit C**.

15. Class Members who did not want the Court to approve the Settlement had until June 3, 2022 to file a written objection to the Settlement and to a Notice of Intention to Appear. Atticus did not receive any Settlement Objections or Notices of Intent to Appear.

VI. ADMINISTRATION COSTS

16. Atticus agreed to complete the administrative responsibilities associated with this action for \$48,000. This amount includes all costs and fees associated with preparing the Class List, printing, and mailing the Notice Packets as well as processing and remailing undeliverable notices, developing and maintaining the website, establishing a qualified settlement fund (“QSF”), obtaining a federal tax Identification number, opening a bank account for the QSF calculating award payments, printing and mailing checks as well as processing and remailing undeliverable mail, and continuous reporting throughout the administration process.

I declare under penalty of perjury under the laws of the United States and the state of Missouri that the foregoing is true and correct and executed on June 22, 2022 in Mendota Heights, Minnesota.



Bryn Bridley

EXHIBIT A



1250 Northland Drive
STE 240
Mendota Heights, MN 55120

1-844-728-8428
info@atticusadmin.com
atticusadmin.com

March 21, 2022

Via U.S. Mail

«Title»
«Title_2»
«Name»
«Address»
«Address_2»
«City_State_Zip»

Re: Class Action Fairness Act Notice
Mary Donofrio v. Auto-Owners (Mutual) Insurance Company
United States District Court for the Southern District of Ohio, Southern Division
Case No.: 3:19-cv-58

Dear «Name»:

ATTICUS ADMINISTRATION, LLC has been retained as the third-party Settlement Administrator in a putative class action lawsuit in the above-referenced class and collective action (the “Action”) pending in the Southern District of Ohio. The parties have proposed to settle the claims asserted in the Action with the terms of a settlement agreement which was filed with the Court on March 10, 2022.

This notice of a proposed settlement is being provided to you in accordance with the Class Action Fairness Act, 28 U.S.C. § 1715. The enclosed CD-ROM, the contents of which are identified below, includes all materials required under the statute.

Contents of Enclosed CD-ROM:

1. Class Action Complaint with Jury Demand filed February 25, 2019 (Attachment 1).
2. Order Granting Motion for Preliminary Approval of Class Action Settlement, Certifying Settlement Class, Direct Class Notice, and Scheduling a Final Approval Hearing (“Preliminary Approval Order”) (Attachment 2).
3. Stipulation and Settlement Agreement (“Settlement Agreement”) (Attachment 3).
4. Class Notice and Claim Form (the “Class Notice”) (Attachment 4- Exhibit B, C, and D to the Settlement Agreement).
5. List of Class Members by State (Attachment 5).

There are no contemporaneous settlements or other agreements between the Class Counsel and counsel for Defendants. The terms of the class-action settlement are stated in the Settlement Agreement and Preliminary Approval Order.

March 21, 2022

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A final judgment has not been entered in this action, and no notice of dismissal has been filed at this time. The Court has scheduled a Final Approval Hearing on Tuesday, July 5, 2022 for 2:30 p.m.

At this time, other than the Preliminary Approval Order, no written judicial opinions have been issued in this action relating to the materials described in 28 U.S.C. § 1715(b)(3)-(6) regarding any proposed or final notification to the class members, any proposed or final class action settlement, any settlement or other contemporaneous agreement, or final judgment or notice of dismissal.

If you are unable to access any of the information included on the enclosed CD, or if you have any questions regarding the proposed settlement, kindly contact the Counsel for Defendant at your earliest convenience.

With kind regards,

Office of the Settlement Administrator

Enclosure-CD ROM

EXHIBIT B



Claimant ID: <<Claimant_ID>>
<<First_Name>> <<Last_Name>>
<<Address1>>
<<City>> <<State>> <<Zip>>

CLASS ACTION SETTLEMENT CLAIM FORM

IMPORTANT: If you are a Class Member and fail to submit this Claim Form, then you will receive nothing but still be bound by the settlement. If you submit this Claim Form, then you may receive a check. You have been identified as a claimant who is likely a Class Member.

The records of Defendant Auto-Owners (Mutual) Insurance Company (“the Insurance Company”) indicate that you may be a member of the Class in a case named *Donofrio v. Auto-Owners (Mutual) Insurance Company*, No. 3:19-cv-58, United States District Court for the Southern District of Ohio. However, information in the Insurance Company’s records need to be reviewed to determine whether you are a member of the Class, and if so, how much money you may be entitled to receive.

Please read the accompanying Class Notice before you complete this Claim Form. To participate in this Settlement, your Claim Form must be completed to the best of your ability, signed, and then (1) mailed and postmarked by August 19, 2022; OR (2) scanned or photographed and uploaded at www.OHDepreciationSettlement.com.

If you have any questions, please visit www.OHDepreciationSettlement.com, or call 1-888-230-9714.

Please do not call the Insurance Company or your insurance agent to discuss this lawsuit or this Claim Form. You may, however, continue to call the Insurance Company or your agent regarding any other insurance matters.

COVERED LOSS INFORMATION:

A Structural Loss means physical damage to a home, building, manufactured home, condo, rental dwelling, or other structure in Ohio while covered by an Ohio personal or commercial lines insurance policy issued by the Insurance Company.

A Covered Loss means a first party insurance claim for Structural Loss that (a) occurred during the Class Periods, and (b) that the Insurance Company or a court determined was covered under an Ohio insurance policy issued by a company as identified above.

The “Class Periods” depend on the suit limitations period in your insurance policy. You can find information about the Class Periods in the Class Notice with this Claim Form.

Policy Number: <<Policy Number>>

Claim Number: <<Claim Number>>

Date of Loss: <<LossDate>>

Address of Insured Premises: <<LossAddress>>
<<LossCity>> <<LossState>> <<LossZip>>

This Claim Form applies only to the Covered Loss listed above. If you had more than one Covered Loss during the Class Period, then you may receive separate Claim Form(s) for those losses, and you must complete and mail those Claim Form(s) to be eligible for payment on those losses.

COMPLETE THE FOLLOWING QUESTIONS:

1. Please complete your current mailing address if the address listed above is not correct.

2. If you assigned the insurance claim identified above to a contractor, or the insurance claim was assigned to you and you are the contractor, please list the name and address of the contractor to whom the insurance claim was assigned, when, and why. An assignment is a written agreement to allow another party, like a roofer or contractor, to recover your insurance benefits.

Please attach written evidence of such assignment. If you are submitting this Claim Form as the contractor to whom a claim was assigned, by signing this Claim Form you agree to indemnify the Insurance Company for any loss if the policyholder also filed a Claim Form or disputes issuance of a Claim Settlement Payment to you.

3. If you are submitting this Claim Form as the legally authorized representative because the insured for the claim identified above is deceased or incapacitated, please state how and when you became the legally authorized representative. Please attach written proof of your legal authority to represent the insured.

SIGN AND DATE YOUR CLAIM FORM:

I affirm that I wish to make a claim associated with the class action settlement, and all information provided above is true and correct to the best of my knowledge.

Signature: _____

Print Name: _____

Date: _____

MAIL YOUR CLAIM FORM:

Claim Forms must be postmarked by August 19, 2022 and mailed to:

Ohio Depreciation Settlement
c/o Atticus Administration, LLC
PO Box 64053
Saint Paul, MN 55164

You may also complete, scan, and upload this Claim Form on the settlement website at www.OHDepreciationSettlement.com.

CLAIMS ADMINISTRATION:

Please be patient. If you qualify for payment under the Settlement, a Settlement Check will be mailed to you. If you don't qualify, a letter will be mailed to you explaining why.

Donofrio v. Auto-Owners (Mutual) Insurance Company
Case No. 3:19-cv-58
United States District Court for the Southern District of Ohio

A class action settlement involving certain Ohio homeowners' insurance structural damage claims may provide payments to those who qualify.

- A proposed settlement has been reached in a class action about whether Auto-Owners (Mutual) Insurance Company (“the Insurance Company”) properly deducted nonmaterial depreciation when adjusting certain insurance claims in Ohio.
- You may be eligible for a payment if you qualify and timely submit a valid Claim Form.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to get a payment if you qualify.
ASK TO BE EXCLUDED	You get no payment. This is the only option that allows you to individually sue the Insurance Company over the claims resolved by this settlement.
OBJECT	Write to the Court about why you don’t agree with the settlement.
GO TO A HEARING	Ask to speak in Court about the settlement.
DO NOTHING	You get no payment. You give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. If it does, and if any appeals are resolved in favor of the settlement, then money will be distributed to those who timely submit claims and qualify for payment. Please be patient.

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BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action, including the right to claim money, and about your options regarding this settlement before the Court decides whether to give “Final Approval” to the settlement. If the Court approves the parties’ Settlement Agreement, and if any appeals are resolved in favor of the settlement, then payments will be made to those who qualify and timely submit a valid claim. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

The United States District Court for the Southern District of Ohio is overseeing this class action. The case is called *Donofrio v. Auto-Owners (Mutual) Insurance Company*, Case No. 3:19-cv-58. The person who sued is called the “Plaintiff,” and the company she sued is called the “Defendant.”

2. Which company is part of the settlement?

The settlement includes Auto-Owners (Mutual) Insurance Company (“the Insurance Company”).

3. What is this lawsuit about?

The lawsuit claims that the Insurance Company improperly deducted depreciation attributable to costs of labor and other nonmaterial items when adjusting some homeowners’ insurance claims in Ohio. The Insurance Company has maintained that it paid claims when reasonable and appropriate to do so and has denied all allegations that it acted wrongfully or unlawfully.

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, Mary Donofrio) sue on behalf of people who have similar claims. All these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

5. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or the Insurance Company, and has not found that the Insurance Company did anything wrong. Instead, both sides agreed to settle. That way, the parties avoid the cost of a trial and potentially an appeal, and the people who qualify will get compensation. The Class Representative and her attorneys think the settlement is best for all Class Members. The settlement does not mean that the Insurance Company did anything wrong, no trial has occurred, and no merits determinations have been made.

WHO IS IN THE SETTLEMENT

To see if you are eligible for benefits from this settlement, you first have to determine if you are a Class Member.

6. How do I know if I am part of the settlement?

If you received this Notice, then you have been identified as someone who is likely to be a member of the Class. The Class includes all of the Insurance Company’s property insurance policyholders, except for those excluded (see below), who made a structural damage claim: (a) for property located in the State of Ohio during the applicable Class Periods, which was a Covered Loss; that (b) resulted in an actual cash value payment during the Class Period from which Nonmaterial Depreciation was withheld, or that would have resulted in an actual cash value payment but for the withholding of Nonmaterial Depreciation causing the loss to drop below the applicable deductible.

A Structural Loss means physical damage to a home, building, manufactured home, condo, rental dwelling,

or other structure in Ohio while covered by a personal or commercial lines policy of insurance issued by the Insurance Company, including but not limited to a homeowners residential, manufactured home, condo, dwelling, commercial property, business owners, garage keepers, or rental property insurance policy.

A Covered Loss means a first party insurance claim for Structural Loss that (a) occurred during the Class Periods, and (b) the Insurance Company or a court of competent jurisdiction determined to be covered under an Ohio insurance policy issued by the company under (a) and (b) above and resulted in an ACV Payment by the Insurance Company, or would have resulted in an ACV Payment but for the deduction of Nonmaterial Depreciation.

Nonmaterial Depreciation means, in the Xactimate estimating software platform, the amount of depreciation attributable to the selection of “Depreciate Non-Material,” “Depreciate Overhead and Profit” and/or “Depreciate Removal.”

The Class Periods mean the following time periods:

For policyholders with policies containing a one-year suit limitations period, Structural Loss claims with dates of loss on or after February 25, 2018.

For policyholders with policies containing a two-year suit limitations period, Structural Loss claims with dates of loss on or after February 25, 2017.

7. Are there exceptions to being included in the Class?

Excluded from the Class are: (a) policyholders whose claims arose under policy forms, endorsements, or riders expressly permitting the deduction of Nonmaterial Depreciation within the text of the policy form, endorsement or rider, *i.e.*, by express use of the words “depreciation” and “labor;” (b) policyholders who received one or more actual cash value payments, but not replacement cost value payments, that exhausted the applicable limits of insurance; (c) policyholders whose claims were denied or abandoned without actual cash value payments; (d) Defendant and its officers and directors; (e) members of the judiciary and their staff to whom this action is assigned and their immediate families; and (f) Class Counsel and their immediate families (collectively, “Exclusions”).

8. I’m still not sure I’m included.

If you are not sure whether you are included in the Class, you may call the toll-free number 1-888-230-9714 with questions or visit www.OHDepreciationSettlement.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

9. How much will settlement payments be?

Class Members who complete and sign a Claim Form and timely mail it to the proper address, or submit the claim form by uploading it on the settlement website, may be eligible for a payment. Under the settlement, the Insurance Company has agreed to pay Class Members who timely submit valid claims determined as follows: (a) for the Class Members for whom all Nonmaterial Depreciation that was withheld from ACV Payments was *not* subsequently paid, an amount equal to 100% of the net estimated Nonmaterial Depreciation that was withheld from ACV Payments and not subsequently paid, determined as described herein, plus simple interest at the rate of 5% per annum on the net estimated Nonmaterial Depreciation determined under this section, from the date of the last ACV Payment to the date of Preliminary Approval; and (b) for Class Members for whom all Nonmaterial Depreciation that was withheld from ACV Payments was subsequently paid, \$25 each.

You must submit a Claim Form in order to determine whether you are eligible for and the amount of your settlement payment. If you do not, you will not receive a settlement payment. For additional details on the payment terms, please see the Settlement Agreement, which is available at www.OHDepreciationSettlement.com, or call toll free 1-888-230-9714.

HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM

10. How can I get a payment?

To find out whether you are eligible for a payment, you must complete and sign a Claim Form truthfully, accurately, and completely, to the best of your ability. **You must mail the completed Claim Form to the following address, postmarked no later than August 19, 2022:**

Ohio Depreciation Settlement
c/o Atticus Administration, LLC
PO Box 64053
Saint Paul, MN 55164

You can also upload to the settlement website at www.OHDepreciationSettlement.com a signed, scanned copy of a completed Claim Form before midnight Central Daylight Time on August 19, 2022. A copy of the Claim Form was mailed with this Notice. You may obtain an additional Claim Form by calling the Settlement Administrator at 1-888-230-9714 or visiting www.OHDepreciationSettlement.com. If you sign a Claim Form as the representative of a deceased or incapacitated Class Member, you must also submit written proof that you are the legally authorized representative. If you are a contractor to whom an insurance claim was properly assigned by a policyholder, you must submit written proof of the assignment with the filed Claim Form.

11. When will I get my payment?

If the Court grants Final Approval of the settlement, and if any appeals are resolved in favor of the settlement, then payments will be mailed to eligible Class Members after the claims administration process is completed. This process can take time, so please be patient.

12. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means you can't individually sue the Insurance Company and the Released Persons over the claims settled in this case relating to deduction of Nonmaterial Depreciation from payments for Covered Losses. It also means that all of the Court's orders will apply to you and legally bind you.

If you submit a Claim Form, or if you do nothing and stay in the Class, you will agree to release all Released Claims against all Released Persons. "Released Claims" and "Released Persons" are defined in the Settlement Agreement, which you can request by calling 1-888-230-9714 or view at www.OHDepreciationSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, and/or if you want to keep the right to individually sue about the issues in this case, then you must take steps to get out of the settlement. This is called excluding yourself from—or "opting out" of—the Class.

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must mail a letter saying that you want to be excluded from the *Donofrio et. al. v. Auto-Owners (Mutual) Insurance Company, et. al.*, Case No. 3:19-cv-58 settlement. Your letter must include your full name, address, and be signed. You must also include a clear statement that you wish to be excluded from the Settlement Class. You must mail your request for exclusion postmarked by June 3, 2022 to:

Ohio Depreciation Settlement
c/o Atticus Administration, LLC
PO Box 64053
Saint Paul, MN 55164

More instructions are in the Settlement Agreement available at www.OHDepreciationSettlement.com. You cannot exclude yourself by phone, by email, or on the website. The right to exclude yourself from the proposed settlement must be exercised individually, not as a member of a group and, except for a deceased or incapacitated Class Member, not by another person acting or purporting to act in a representative capacity. If you request exclusion on behalf of a deceased or incapacitated Class Member, you must also submit written proof that you are the legally authorized representative.

14. If I don't exclude myself, can I sue the Insurance Company for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Insurance Company for the claims that this settlement resolves. You must exclude yourself from the Class to individually sue the Insurance Company over the claims resolved by this settlement. Remember, the exclusion deadline is June 3, 2022.

15. If I exclude myself, can I get a payment from this settlement?

No. If you exclude yourself from the settlement, do not submit a Claim Form to ask for a payment.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court appointed the following law firms to represent you and other Class Members as Class Counsel:

Erik D. Peterson (*pro hac vice*)
ERIK PETERSON LAW OFFICES, PSC
349 E. Main Street, Suite 150
Lexington, KY 40507
T: 800-614-1957
erik@eplo.law

Stephen G. Whetstone (0088666)
WHETSTONE LEGAL, LLC
P.O. Box 6,
2 N. Main Street, Unit 2
Thornville, Ohio 43706
T: 740.785.7730
steve@whetstonelegal.com

You do not have to pay Class Counsel. If you want to be represented by your own lawyer, and potentially have that lawyer appear in court for you in this case, you may hire one at your own expense.

17. How will the lawyers and Class Representatives be paid?

Class Counsel will ask the Court for up to \$1.74 million, and will ask the Court to award Class Representative \$7,500 for her efforts in prosecuting this case (called a service award). The Insurance Company agreed not to oppose the request for attorneys' fees and costs, administration, expenses, and service award up to these amounts. The Court may award less than these amounts. The Insurance Company will pay these fees, expenses, and service award in addition to amounts due to Class Members. These payments will not reduce the amount distributed to Class Members. The Insurance Company will also separately pay the costs to administer the settlement.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the settlement or some part of it.

18. How do I tell the Court if I don't agree with the settlement?

If you don't want the Court to approve the settlement you must file a written objection with the Court and send a copy to the Settlement Administrator by the deadline noted below. You should include the name of the case (*Donofrio et. al. v. Auto-Owners (Mutual) Insurance Company, et. al.*, Case No. 3:19-cv-58), your full name, address, telephone number, your signature, the specific reasons why you object to the settlement, and state whether you intend to appear at the Final Approval Hearing in person or through counsel. If you have a lawyer file an objection for you, he or she must follow all local rules and you must list the attorney's

name, address, and telephone number in the written objection filed with the Court.

If you intend to appear at the Final Approval Hearing to object to the settlement, you must also provide the Court with your written objection a detailed statement of the specific legal and factual reasons for each objection, a list of any witnesses you may call at the hearing with each witness's address and summary of the witness's testimony, and a description of any documents you may present to the Court at the hearing. You or your lawyer may appear at the Final Approval Hearing if you have filed a written objection as provided above. (See the section on the "Court's Final Approval Hearing" below). The right to object to the Proposed Settlement must be exercised individually by an individual Class Member, not as a member of a group and, except in the case of a deceased or incapacitated Class Member, not by another person acting or purporting to act in a representative capacity. If you file an objection as the representative of a Class Member, you must also submit written proof that you are the legally authorized representative.

File the objection with the Clerk of the Court at the address below by June 3, 2022. Note: You may send it by mail, but it must be received and filed by the Clerk by this date.	And mail a copy of the objection to the Administrator at the following address so that it is postmarked by June 3, 2022:
Court	Administrator
Clerk of Court Walter H. Rice Federal Building 200 W. Second Street, Room 712 Dayton, Ohio 45402	Ohio Depreciation Settlement c/o Atticus Administration PO Box 64053 Saint Paul, MN 55164

19. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class or the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. If you object, and the Court approves the settlement anyway, you will still be legally bound by the result.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

20. When and where will the Court decide whether to approve the settlement?

The Court has scheduled a Final Approval Hearing at 2:30 p.m., on July 5, 2022, at the United States District Courthouse, 200 W. Second Street, Dayton, Ohio. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court may listen to people who have asked to speak about their objection. The Court may also decide how much to award Class Counsel for fees and expenses for representing the Class and how much to award the Class Representative as a service award. At or after the hearing, the Court will decide whether to approve the settlement. It is not known how long this decision will take. Check the settlement website to make sure the hearing hasn't been rescheduled, or to see whether the Court has scheduled the hearing to proceed by video conference or teleconference only, instead of in person.

21. Do I have to come to the hearing?

You are not required to attend, and Class Counsel will answer any questions that the Court may have. If you wish to attend the hearing, you may come at your own expense. You may also pay your own lawyer to attend, but it's not necessary, unless you choose to have a lawyer appear on your behalf to object to the settlement.

22. May I speak at the hearing?

If you submitted a proper written objection to the settlement, you or your lawyer acting on your behalf may speak at the Final Approval Hearing. You cannot speak at the Hearing if you exclude yourself.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you'll get no payment from this settlement. But, unless you exclude yourself from the settlement, you won't be able to individually sue for the claims resolved in this case.

GETTING MORE INFORMATION

24. How do I get more information about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. If you have questions or if you want to request a copy of the Settlement Agreement, which provides more information, call 1-888-230-9714 or view at www.OHDepreciationSettlement.com.

PLEASE DO NOT CALL OR WRITE THE COURT, THE JUDGE OR HIS STAFF, OR THE INSURANCE COMPANY OR ITS COUNSEL FOR INFORMATION OR ADVICE ABOUT THE SETTLEMENT

EXHIBIT C



2859456_N

Claimant ID: 2859456



PRST FCM *****AUTO**ALL FOR AADC 450
PAUL A STEINER & ROSEMARY STEINER
3094 S STATE ROUTE 741
LEBANON OH 45036-9531

We are satisfied with our settlement
and do not wish to be included in
the class action suit.
Rosemary Steiner

RECEIVED APR 29 2022

OPTOUT1

CLASS ACTION SETTLEMENT CLAIM FORM

IMPORTANT: If you are a Class Member and fail to submit this Claim Form, then you will receive nothing but still be bound by the settlement. If you submit this Claim Form, then you may receive a check. You have been identified as a claimant who is likely a Class Member.

The records of Defendant Auto-Owners (Mutual) Insurance Company ("the Insurance Company") indicate that you may be a member of the Class in a case named *Donofrio v. Auto-Owners (Mutual) Insurance Company*, No. 3:19-cv-58, United States District Court for the Southern District of Ohio. However, information in the Insurance Company's records need to be reviewed to determine whether you are a member of the Class, and if so, how much money you may be entitled to receive.

Please read the accompanying Class Notice before you complete this Claim Form. To participate in this Settlement, your Claim Form must be completed to the best of your ability, signed, and then (1) mailed and postmarked by August 19, 2022; OR (2) scanned or photographed and uploaded at www.OHDepreciationSettlement.com.

If you have any questions, please visit www.OHDepreciationSettlement.com, or call 1-888-230-9714.

Please do not call the Insurance Company or your insurance agent to discuss this lawsuit or this Claim Form. You may, however, continue to call the Insurance Company or your agent regarding any other insurance matters.

COVERED LOSS INFORMATION:

A Structural Loss means physical damage to a home, building, manufactured home, condo, rental dwelling, or other structure in Ohio while covered by an Ohio personal or commercial lines insurance policy issued by the Insurance Company.

A Covered Loss means a first party insurance claim for Structural Loss that (a) occurred during the Class Periods, and (b) that the Insurance Company or a court determined was covered under an Ohio insurance policy issued by a company as identified above.

The "Class Periods" depend on the suit limitations period in your insurance policy. You can find information about the Class Periods in the Class Notice with this Claim Form.

Policy Number: 41-915390-02
Claim Number: 036-0000256-2017
Date of Loss: 10/10/2017

Address of Insured Premises: 2265 S STATE ROUTE 741
LEBANON OH 45036

This Claim Form applies only to the Covered Loss listed above. If you had more than one Covered Loss during the Class Period, then you may receive separate Claim Form(s) for those losses, and you must complete and mail those Claim Form(s) to be eligible for payment on those losses.



COMPLETE THE FOLLOWING QUESTIONS:

1. Please complete your current mailing address if the address listed above is not correct.

2. If you assigned the insurance claim identified above to a contractor, or the insurance claim was assigned to you and you are the contractor, please list the name and address of the contractor to whom the insurance claim was assigned, when, and why. An assignment is a written agreement to allow another party, like a roofer or contractor, to recover your insurance benefits.

Please attach written evidence of such assignment. If you are submitting this Claim Form as the contractor to whom a claim was assigned, by signing this Claim Form you agree to indemnify the Insurance Company for any loss if the policyholder also filed a Claim Form or disputes issuance of a Claim Settlement Payment to you.

3. If you are submitting this Claim Form as the legally authorized representative because the insured for the claim identified above is deceased or incapacitated, please state how and when you became the legally authorized representative. Please attach written proof of your legal authority to represent the insured.

SIGN AND DATE YOUR CLAIM FORM:

I affirm that I wish to make a claim associated with the class action settlement, and all information provided above is true and correct to the best of my knowledge.

Signature: _____

Print Name: _____

Date: _____

MAIL YOUR CLAIM FORM:

Claim Forms must be postmarked by August 19, 2022 and mailed to:

Ohio Depreciation Settlement
c/o Atticus Administration, LLC
PO Box 64053
Saint Paul, MN 55164

You may also complete, scan, and upload this Claim Form on the settlement website at www.OHDepreciationSettlement.com.

CLAIMS ADMINISTRATION:

Please be patient. If you qualify for payment under the Settlement, a Settlement Check will be mailed to you. If you don't qualify, a letter will be mailed to you explaining why.

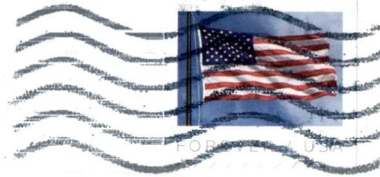
00029088-002252-001-005

Mr & Mrs Paul A Steiner

3094 S State Route 741
Lebanon, OH 45036-9531

CINCINNATI OH 452

26 APR 2022 PM 6 1



Ohio Depreciation Settlement
% Atticus Administration, LLC

P.O. Box 64053

Saint Paul, MN 55164

55164-005353





OPTOUT2
2863079

Pamela A. Borgess, Esq.
Attorney at Law
6800 W. Central Ave. Suite E
Toledo, Ohio 43617

RECEIVED MAY 27 2022

Office: (567) 455-5955
Fax: (484) 251-7797
pborgess@BorgessLaw.com
www.BorgessLaw.com

May 20, 2022

Via USPS Certified Mail

Ohio Depreciation Settlement
c/o Atticus Administration, LLC
P.O. Box 64053
Saint Paul, MN 55164

Re: REQUEST FOR EXCLUSION OF DONNA THOMAS

Class Action Settlement - *Donofrio v. Auto-Owners (Mutual) Insurance Company*, No. 3:19-cv-58, United States District Court for the Southern District of Ohio

Dear Ohio Depreciation Settlement c/o Atticus Administration, LLC:

We represent Ms. Donna Thomas in a bad faith action against Auto-Owners.

Our client received a Class Action Settlement Claim form relating to *Donofrio v. Auto-Owners (Mutual) Insurance Company*, No. 3:19-cv-58, United States District Court for the Southern District of Ohio.

To the extent that Ms. Thomas is a member of the class, she has requested to opt out of the same and for exclusion from the settlement. **Ms. Thomas' executed written request for exclusion from the *Donofrio v. Auto-Owners (Mutual) Insurance Company*, No. 3:19-cv-58 settlement is attached hereto.**

As also authorized and instructed by Ms. Thomas, please direct any and all future correspondence regarding this matter to our firms. Our contact information is as follows:

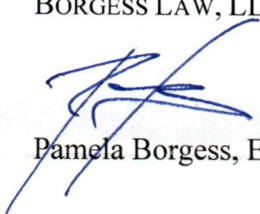
Timothy J Walerius
316 N. Michigan St.
Suite 800
Toledo, Ohio 43604
Tel.: 419-241-2300
Fax: 419-936-5140
tim@waleriuslaw.com

Pamela Borgess
BORGESS LAW, LLC

6800 W. Central Ave. Ste. E
Toledo, Ohio 43617
Ph: (567) 455-5955
Fax: (567) 661-1795
pborgess@borgesslaw.com

Respectfully,

BORGESS LAW, LLC



Pamela Borgess, Esq.

**DONNA THOMAS REQUEST FOR EXCLUSION FROM DONOFRIO V. AUTO-OWNERS
(MUTUAL) INSURANCE COMPANY, NO. 3:19-CV-58 SETTLEMENT**

To: Ohio Depreciation Settlement
c/o Atticus Administration, LLC
P.O. Box 64053
Saint Paul, MN 55164

I, Donna Marie Thomas, hereby advise that I wish to be excluded from the *Donofrio v. Auto-Owners (Mutual) Insurance Company*, No. 3:19-cv-58 settlement. I am hereby exercising my individual right to exclude myself (i.e. "opt out") and not by or through any other person acting or purporting to act in any representative capacity.

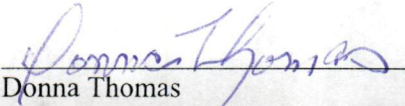
My current address is:

Donna Marie Thomas
5116 Nakoma Dr.
Midland, MI 48640

I further authorize and instruct that any and all additional notices or other communications to me, including any communications regarding *Donofrio v. Auto-Owners (Mutual) Insurance Company*, No. 3:19-cv-58, be sent to my attorneys identified below:

Timothy J Walerius 316 N. Michigan St. Suite 800 Toledo, Ohio 43604 Tel.: 419-241-2300 Fax: 419-936-5140 tim@waleriuslaw.com	Pamela Borgess BORGESS LAW, LLC 6800 W. Central Ave. Ste. E Toledo, Ohio 43617 Ph: (567) 455-5955 Fax: (567) 661-1795 pborgess@borgesslaw.com
--	---


Date:

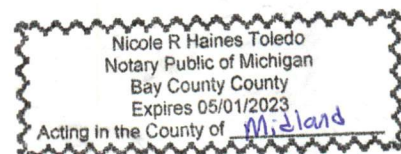

Donna Thomas

State of: MI

County of: Midland

Sworn to or affirmed and subscribed before me by Donna Thomas on this date of 18th of May 2022


Signature of Notary Public





BORGESS LAW
LLC

6800 W. Central Ave. Suite E
Toledo, Ohio 43617

CERTIFIED MAIL



METROPLEX MI 480

23 MAY 2022 PM 10:11

7018 0680 0000 5644 3293

**Ohio Depreciation Settlement
c/o Atticus Administration, LLC
P.O. Box 64053
Saint Paul, MN 55164**



NEOPOST

FIRST-CLASS MAIL

\$007.33⁰

05/20/2022 ZIP 43617
042L14829764

US POSTAGE

55164-005353



RECEIVED JUN 14 2022

OPTOUT3

2861246

TO Ohio Depreciation Settlement
C/O Atticus Administration LLC
PO Box 64053
St Paul, MN. 55164

I wish to be excluded from the
Settlement of Donagio et. al. Auto-owners
(Mutual) Insurance Co. et, Al. Case # 3:19-CV-58

From Merrill Shriver & Laura Shriver
4999 Kerr Road
Bidwell OH. 45614-9262

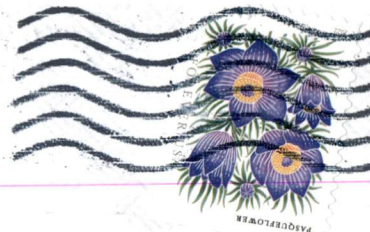
Please exclude us from this settlement!

Merrill Shriver
Laura Shriver

Merrill Shriver
4999 Kerr Rd.
Bidwell, OH 45614

COLUMBUS OH 430

8 JUN 2022 PM 2 L



Ohio Depreciation Settlement
C/O Atticus Administration, LLC.
PO Box 64053
St. Paul, MN. 55164

55164-005353

